



Request for Qualifications

**Green Roof Design Services
WBS No. K900-15**

Issued: October 16, 2015

**Department of Port Control
Cleveland Hopkins International Airport
5300 Riverside Drive
P.O. Box 81009
Cleveland, Ohio 44181-0009
Phone: 216-265-6149
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ATTACHMENTS:

Northern Ireland Fair Employment Practices Disclosure
Request for Taxpayer Identification Number
Affidavit
Non-Competitive Bid Contract Statement for Calendar Year 2015
Sub-contractor Addition and Substitution Policy
Local Producer/Local Sustainable Business Ordinance

INTRODUCTION

The City of Cleveland ("City"), owner and operator of Cleveland Hopkins International Airport ("CLE"), through its Director of Port Control ("Director"), invites written Statements of Qualifications ("Statements") from qualified Consultants, with demonstrated experience in, and a thorough knowledge of designing green roofs as described more fully in this Request for Qualifications (the "Project"). Qualified Consultants either singly or in joint venture or other legal arrangements (collectively, "Consultant") must have the requisite, demonstrated competence and experience in and a thorough knowledge of the services required for the Project.

A pre-qualification conference will be held at Federal Service Station Building, Planning and Engineering, Second Floor, Conference Room 6C-24C, 5301 West Hanger Road, Cleveland, Ohio 44135 on Tuesday, November 3, 2015 at 10:00 a.m. local time. At that time, interested parties may ask questions pertaining to this Request for Qualifications. Consultants are encouraged to attend the conference although attendance is not mandatory.

Each Consultant shall submit eight (8) complete Statements, consisting of one (1) unbound original, five (5) identical bound copies, one (1) digital copy in Microsoft Word (.doc/.docx) and an exact copy in Adobe Acrobat (.pdf) format, to the City no later than 4:00 p.m. local time on Wednesday, November 25, 2015. No Statements shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City.

Sealed Statements may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **Statement of Qualifications: Green Roof Design Services.**

Cleveland Airport System
Department of Port Control
2nd Floor Administrative Offices
5300 Riverside Drive
P. O. Box 81009
Cleveland, Ohio 44181-0009
Attention: Louis Rice

If Statements are hand-delivered, Statements should be addressed as above and taken to the Airport Information Counter located in the center of the baggage claim level of the passenger terminal building at Cleveland Hopkins International Airport.

The Director reserves the right to reject all Statements or portions of any or all Statements, to waive irregularities and technicalities, to re-advertise or to proceed to provide the service otherwise in the best interest of the City. The Director may, at his sole discretion, modify or amend any and all of the provisions herein.

The Department of Port Control ("Department") has instituted a new program whereby interested parties may receive this Request for Qualifications through the City of Cleveland's website and the Department's website along with all applicable documentation and mailing lists. Please refer to the following websites for access to the Request for Qualifications:

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Finance/RFP>

[http://www.clevelandairport.com/Doing-Business/Bids---RFPs-\(1\).aspx](http://www.clevelandairport.com/Doing-Business/Bids---RFPs-(1).aspx)

NOTE: In an effort to comply with the City of Cleveland's green initiatives, the Department of Port Control will advertise all future Requests for Proposals and Requests for Qualifications on the websites listed above together with all supporting documentation. A Letter of Invitation will be released as notification of the publication of Request for Proposal or Request for Qualifications for future projects.

All future documentation including addenda, response to questions, schedule changes, additional requirements for the Green Roof Design Services Request for Qualifications will be posted on the above sites as no additional paper mailings will be made for this Project. Upon receipt of a Letter of Invitation, it is requested that interested Consultants contact Louis Rice via e-mail: lrice@clevelandairport.com as confirmation of receipt and interest.

1. PURPOSE OF REQUEST

The City of Cleveland, owner and operator of the Cleveland Airport System, has been awarded an Ohio Environmental Protection Agency FFY 2014 Section 319(h) Nonpoint Source grant and is inviting Statements from qualified Consultants, with demonstrated experience and thorough knowledge designing green roofs for CLE.

The Department is proposing a combined total of 8,000 sf. of green roof space on two (2) roofs which will capture 72,000 gallons of water per year. Based on estimates from the Solid and Hazardous Waste Education Center, approximately 2.2 lbs. of Nitrogen, 0.3 lbs. of Phosphorus, and 108 lbs. (0.054 tons) of Sediment will be kept out of the Cuyahoga River each year. In addition, due to natural carbon sequestration by plants, 880 pounds of carbon dioxide equivalent would be removed from the air each year. The two green roofs will be visible from the terminal as well as by the air traveling public taking off or landing.

By issuing this Request for Qualifications, the City makes known its intent to contract and commence this Project at the earliest available opportunity. However, the City makes no commitment to proceed with the services based on a specific start date.

2. SCOPE OF SERVICES

2.1 General.

The Department seeks designing green roofs services for CLE. Opened in 1925, this historic, publically owned airport is the perfect location for the City's first public green roof project

because of its importance to the community and high-traffic location. The City is proposing to install two (2) demonstration vegetative roofs at CLE.

The scope of the contract shall encompass the defined scope of work. This Request for Qualifications does not attempt to define all of the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the selected Consultant to be demonstrated in the areas of expertise necessary to the contract. Please refer to Section 2.2 - Scope of Services and Section 7 – Statement Content for more details regarding Project services and preferred qualifications and experience.

2.2 Scope of Services.

The City has established the following scope of services to be provided by the selected Consultant. The City reserves the right to revise the scope of services prior to the execution of a contract to (i) reflect changes arising out of this qualification process; (ii) incorporate any City requirements adopted after the publication of this Request for Qualifications and (iii) incorporate any other changes it deems necessary.

A. Project Description:

The selected Consultant shall provide the complete suite of design services for two (2) green roofs at CLE. The Department is proposing a combined total of 8,000 sf. of green roof space on two (2) roofs which will capture 72,000 gallons of water per year.

B. Anticipated Work Assignments:

The Department anticipates that the work requirements will include, but not be limited to, the typical assignments noted below. These examples are provided to demonstrate the range of likely assignments to assist Consultants in the preparation of their Statements. Detailed and specific descriptions of services to be provided will be developed on a task-order basis when assigned by the Department. Documentation of all efforts performed must be prepared in narrative and graphic forms acceptable to the Department.

The scope of services to be provided by the selected Consultant may include, but are not limited to, the following:

Site Assessment and Confirmation of Roof Structural Analysis

- Confirming maximum load of the roof to determine depth of growing medium

Green Roof Project Design

- Choosing plants (required sedums; USDA suggestion list available upon request), growing medium (requested Haydite *BioBlends™*), waterproofing layer, drainage, and location

- Key Performance Indicators of the roof can be monitored and measured with in-line flow meters, including the amount of rain captured and the difference in contaminants from the airport green roof runoff versus traditional runoff.

Grants Management & Fiscal Services

- Ensure Project is staying within budget

Construction Project Management

- Construction management during installation of green roof for duration of construction process

Consultants should demonstrate in their Statements their concepts and approaches to meeting this goal. After contract award the Department will provide the selected Consultant with details of airport operations to refine the concepts and approaches. Consultants should present creative concepts.

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

3.1 Terms and Termination.

- A. The Department intends to recommend award of a contract to the Consultant that best satisfies the needs of the Department based on the requirements of this Request for Qualifications. The Department reserves the right to award more than one contract, using the criteria defined in this Request for Qualifications, if, in the Department's judgment, there is more than one qualified Consultant to fulfill the commitments.
- B. The term of the contract shall be for a period up to one (1) year with three (3) one-year options, the second of which requires additional legislative authority.
- C. The City may terminate the contract at any time for cause upon failure to perform in a manner satisfactory to the City after the selected Consultant has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- D. If at any time during review or audit of the selected Consultant and its CSB/MBE/FBE subcontractors the City determines that the selected Consultant and its CSB/MBE/FBE subcontractors are not functioning in good faith, the selected Consultant must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective

action plan and, if acceptable, will provide written approval of the plan. If the selected Consultant does not meet the provisions of the corrective action plan and the City continues to find the selected Consultant and its CSB/MBE/FBE subcontractors not to be functioning in good faith or in non-compliance with the nondiscrimination provisions of the contract the City shall impose such sanctions as it may determine to be appropriate, including but not limited to (i) cancellation, termination or suspension of the contract or (ii) suspension from participation in future Department contracts.

- E. The City may terminate the contract for cause and without any prior notice should the selected Consultant fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- F. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract by the City shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and selected Consultant shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- G. Failure of the selected Consultant to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the selected Consultant and grounds for termination of its contract.
- H. By submitting a Statement of Qualifications in response to this Request for Qualifications, a Consultant is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this Request for Qualifications.
- I. The contract to be awarded under this Request for Qualifications shall be fixed-price contract subject to a contract ceiling dollar amount. Said amount includes all fees to be charged for the services plus all related costs and expenses of the selected Consultant in performing such services.
- J. Any member of the Consultant team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by Federal Aviation Administration or the Transportation Security Agency. Adherence to all federal/state laws and regulations and airport regulations and policy regarding access to certain airport areas is a requirement of this contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.
- K. Selected Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and

administration of United States Department of Transportation assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.

- L. The statement above must be included in all subcontractor and subconsultant agreements that the prime contractor or prime Consultant signs with a subcontractor or subconsultant.

3.2 Subcontractors/Subconsultant.

Clearly indicate the specific tasks or areas of expertise that are subcontracted, and to what entities. Experience cited for proposed subcontractors/sub consultants shall demonstrate proficiency in the services proposed for this contract. If the selected Consultant has doubt as to whether an area or field of expertise may potentially be used on the Project, then strongly encouraged is a subcontractor/subconsultant with this specialty be provided with the list of subcontractors/sub consultants intended to be part of the Consultant's project team. Adding subcontractors/sub consultants later into the Project will require the City of Cleveland's Board of Control approval and, depending on the specialty, may stop progress on the Project. Subcontractors/subconsultants not approved by the Board of Control will not be allowed to work on the Project in any aspect.

3.3 Insurance.

The selected Consultant, at its expense, shall at all times during the term of the contract resulting from this Request for Qualifications, maintain the following insurance coverage. The insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The selected Consultant, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the City's Director of Law, evidencing the required insurances upon execution of the contract.

- A. Selected Consultant, at its own expense, shall maintain with insurance underwriters reasonably satisfactory to the City commercial general liability and, if necessary, commercial umbrella insurance, covering the selected Consultant and the City, as their interest may appear, against claims for bodily injury, personal injury, death and property damage occurring in, on or about CLE (including automobile, contractual, completed operations, independent contractor and product hazards). Such insurance shall have a limit of not less than Ten Million Dollars (\$10,000,000) each occurrence combined single limit and in the aggregate as respects products and completed operations or any other increased amount as the City may reasonably require.
- B. Selected Consultant shall, at its own expense, maintain business automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than Ten Million Dollars (\$10,000,000) each occurrence for operations (other than on-airport activities of the selected Consultant) covering the selected Consultant and the City,

as their interest may appear, against claims for bodily injury, death and property damage or any other increased amount as the City may reasonably require.

- C. Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) each occurrence and subject to a deductible each occurrence of not more than Fifty Thousand Dollars (\$50,000) per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services. The policy shall include valuable papers coverage with limits of not less than One Hundred Thousand Dollars (\$100,000).
- D. Selected Consultant shall, at its own expense, procure its own workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio. Notwithstanding the foregoing selected Consultant shall increase the limit of employer's liability insurance to a limit of not less than One Million Dollars (\$1,000,000) each occurrence or any other increased amount as the City may reasonably require. Selected Consultant shall save City harmless from any and all liability from or under said act.
- E. Selected Consultant, at its own expense, shall maintain statutory unemployment insurance.
- F. Maintain such other insurance policies as may be reasonably required by the City.

4. PROJECT SCHEDULE AND DELIVERABLES

4.1 Deliverables.

The City has established the following list which includes items that the Consultant will be required to provide as deliverables. The City reserves the right to modify the list of deliverables at any time before execution of a contract to add, delete, or otherwise amend any report or other deliverable, as it deems necessary, in its sole judgment, and in the best interest of the City.

- A. Within one week after receipt of a written Notice To Proceed issued by the Department, the selected Consultant shall be prepared to begin work covered by the contract and shall execute the work to be performed on as-required to the Department's satisfaction and in accordance with the tasks specified, unless otherwise directed by the Department.
- B. All work performed by the selected Consultant shall be under the direction of the Department's Project Manager.
- C. At all meetings between the Department and the selected Consultant held in connection with the Project, the selected Consultant shall take minutes of all topics discussed and depositions or conclusions reached. Within one (1) week, the selected Consultant shall prepare a formal set of meeting minutes and submit same to the Department Project Manager for approval. The selected Consultant will conduct weekly progress meetings

with the Department to brief representatives on the progress of the work and any problems or issues affecting the completion of the task.

- D. All pertinent telephone conversations between the Department and the selected Consultant relative to instructions and/or authorizations must be confirmed in writing by the selected Consultant and submitted to the Project Manager for written approval.
- E. The selected Consultant is responsible for controlling costs and ensuring that all required work is completed within the approved time limit for each task. No modification to the scope of work or extra work shall be considered by the Department unless conditions have been specifically documented as required by the terms of the contract. Additionally, this documentation shall be verified prior to the Department's authorization to the selected Consultant to perform additional work.
- F. The selected Consultant's staff shall be available with no more than two (2) business days' notice to attend meetings or make presentations at the request of the Department's Project Manager. The selected Consultant may be called upon to provide audiovisual displays and similar material for such meetings.
- G. Copies of all appropriate written correspondence between the selected Consultant and any party pertaining specifically to any project shall be provided to the Department's Project Manager within one week of the receipt or sending of such correspondence.
- H. All other correspondence shall be turned over to the Department after completion of the Project or upon request of the Department. The selected Consultant shall provide to the Department, on a monthly basis, progress reports, which describe the work performed on each work element, problems encountered, labor hours expended by each member of the team and the total dollar expenditure on the Project by work element during the reporting period. Reports shall include cost tracking summaries and anticipated date of total expenditure of contract funding. Progress reports shall be delivered to the Department's Project Manager within one week of the monthly reporting period and shall be attached to the invoices when submitted for payment.
- I. No work performed on behalf of the Department may be used for other clients or potential clients of the selected Consultant without prior written approval from the Department's Project Manager.
- J. Briefings with the Director, executive staff and other Department staff as requested. The selected Consultant will also be expected to provide briefings to the Director or his designated representative regarding any issues which arise during the conduct of the work.
- K. Provide responses to questions or issues which may be raised by FAA representatives during Project reviews and audits.
- L. Provide progress reports, including work accomplished; tasks yet to be accomplished; any issues which have arisen which need the Department's assistance in order to obtain

resolution and a description of the percentage of the work completed, in hard copy and electronically (in Microsoft or other pre-approved format).

- M. Provide a minimum of one (1) hard copy and one (1) electronic copy on CD-ROM of each completed work product, including a detailed executive summary. Additional copies may be requested on an as-needed basis.

5. GENERAL INFORMATION

5.1 Submission of Statement.

- A. Each Consultant shall provide all information requested by the City in this Request for Qualifications. Consultants must organize their packages to address each of the elements outlined and in the same order listed in Section 7 of this Request for Qualifications.
- B. Consultants are advised to carefully read and complete all information requested in the Request for Qualifications. If the Consultant's response to this Request for Qualifications does not comply with the conditions for submittal, it shall be considered unacceptable by the City and may be rejected without further consideration.
- C. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all Statements should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non re-useable materials. Materials should be in a format permitting easy removal and recycling of paper. A Consultant should, to the extent possible, use products consisting of or containing recycled content in its Statement including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, and the like. Do not submit any or a greater number of samples, attachments or documents than specifically requested.

5.2 City's Rights and Requirements.

- A. Under the laws of the State of Ohio, all parts of a Statement, other than trade secret or proprietary information, may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Consultant should clearly mark each page, but only that page, of its Statement that contains that information. The City will notify the Consultant if such information in its Statement is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the Statement. Blanket marking of the entire Statement as "proprietary" or "trade secret" will not protect an entire Statement and is not acceptable.
- B. The Director, at his sole discretion, may require any Consultant to augment or supplement its Statement or to meet with the City's designated representatives for interview or presentation to further describe the Consultant's qualifications and capabilities. The requested information, interview, meeting or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

- C. The City reserves the right, at its sole discretion, to reject any Statement that is incomplete or unresponsive to the requests or requirements of this Request for Qualifications. The City reserves the right to reject any or all Statements and to waive and accept any informality or discrepancy in the Statement or the process as may be in the City's best interest.
- D. All Statements will remain in effect and be subject to selection by the City until the earlier of the execution of a final contract or one hundred eighty (180) calendar days after the deadline for Statement submission ("Statement Expiration Date"). Until the Statement Expiration Date, Consultant agrees that its Statement shall remain in effect, as submitted, and subject to selection by the City.

5.3 Supplemental Information.

The City may require Consultant to further supplement its written Statement to obtain additional information regarding the written Statement or to meet with the City's designated representatives to further describe Consultant's qualifications and abilities. The decision regarding which Consultant(s) will be asked to supplement a Statement or meet with City representatives is in the Director's sole discretion. Supplements will be utilized for clarification purposes only and the Consultant may not substitute material elements of its written Statement, nor may Consultant provide previously omitted material.

5.4 Disadvantaged Business Enterprise Program.

In accordance with the regulations of the United States Department of Transportation, 49 CFR, Part 23, Subpart F, the City of Cleveland, Department of Port Control has implemented a Disadvantaged Business Enterprise Program ("DBE"). This program applies to all projects that are federally funded, in whole or in part. The objectives of the DBE program are to ensure nondiscrimination in the award and administration of United States Department of Transportation assisted contracts, and assist in the development of small businesses owned by socially and economically disadvantaged individuals that have been certified by the Ohio Uniform Certification Program and/or the Ohio Department of Transportation.

A DBE Goal of 15% and a SBE goal of 5% have been established for this Project. DBE participation may be in the form of one or more joint ventures, partnerships, subcontracts or other legal arrangements meeting the eligibility standards in 49 CFR Part 26.

The selected Consultant will be required to submit information concerning the DBE firm(s) that will participate in this Project including the name and address of each Consultant, the estimated annual gross receipts to be earned by each named Consultant, a description of the legal arrangements to be utilized and the total overall estimated annual gross receipts to be earned.

If a Consultant is unable to achieve the DBE goals stated herein it will be required to provide documentation in its bid demonstrating that it took all necessary and reasonable steps in attempting to do so, or that it is not economically feasible at this time to enter into either a joint venture, partnership, subcontract or other eligible arrangement with a DBE firm.

The selected Consultant will be required to comply with the Department's DBE Program for the entire term of the contract.

Updated DBE Unified Certification Program ("UCP") directory can be obtained at the Ohio Department of Transportation's UCP website at: www.ohioupcc.org.

All proposed sub-consultants listed in your Statement must receive written Board of Control approval in advance. The sub-consultants you propose in your sealed Statements will be considered the sub-consultants that you will use in the contract if awarded to you. See Exhibit "A" regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City reserves the right to approve an award, but not approve a proposed sub-consultant.

The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each Consultant's responsibility to propose only eligible contractors. The City cannot approve a sub-consultant whose name appears in this listing.

In addition, the City of Cleveland is firmly committed to assisting Disadvantaged Business Enterprises ("DBEs") through its contracting activities, and the City intends to contract with Consultants that share that commitment. Consultants shall make every effort to use DBEs and SBEs as sub-consultants where available and practical.

Please be aware that the participation of DBE/SBE Consultants listed in your Statement will be monitored by the Department's Emerging Business Enterprise Office throughout the duration of the contract. The selected Consultant will be responsible for providing the Department's Emerging Business Enterprise Office with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and cancelled checks. Selected Consultant performing on CLE projects have a dual reporting requirement. Selected Consultant will be required to provide sub-consultant agreements to the Emerging Business Enterprise Development Office.

Additionally, selected Consultant and subcontractors (Non-DBE/SBE and DBE/SBE) will be required to enter all payments, invoices and certified payroll (where applicable) associated with the contract into the PRISM monitoring system (canceled checks and invoices must be scanned and attached to the file).

Note: The submission of the referenced forms is not required with the response to this Request for Qualifications. These forms will only be submitted by the Consultant selected to enter into contract negotiations, after the qualification evaluation process. The forms will be completed at the completion of the fee negotiation. However, the DBE/SBE firms and the anticipated percentages must be identified in the submittal.

It is the City's objective that the DBE/SBE performs a commercially useful function. A DBE/SBE is considered to perform a commercially useful function when it is independently responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In light of industry practices and other relevant considerations, the DBE/SBE must have a necessary and useful role

in the transaction of a kind for which there is a market outside the context of the DBE/SBE program.

If you have any questions in regard to either the Department's Emerging Business Enterprise Office's requirements and/or its other contracting goals, please contact the Emerging Business Enterprise Office at (216) 664-6606.

The selected Consultant is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976. During the term of the contract, the selected Consultant shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunities Clause, Section 187.22 of the Codified Ordinances.

5.5 Outreach Events.

All Consultants must affirm their commitment to supporting and/or participating in Department-sponsored outreach events aimed at attracting and educating small, minority, and female-owned companies on business opportunities with the Department. This may include a nominal fee up to Three Hundred Dollars (\$300.00) at the Director's discretion.

5.6 Equal Opportunity Clause.

The Cleveland Airport System ("CAS") shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. CAS's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to CAS of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).

5.7 Short-listing.

The City reserves the right to select a limited number (a "short-list") of Consultants to make an oral presentation of their qualifications, proposed services and capabilities. The City will notify the Consultants selected for oral presentations in writing.

5.8 Execution of Contract.

The selected Consultant shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

5.9 Familiarity with Request for Qualifications; Responsibility for Statement.

By submission of a Statement, the Consultant acknowledges that it is aware of and understands all requirements, provisions and conditions in the Request for Qualifications and that its failure to become familiar with all the requirements, provisions, conditions and information either in this Request for Qualifications or disseminated either at a pre-qualification conference or by addendum issued prior to the Statement submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the selected Consultant will not relieve it from responsibility for all parts of its Statement and, if selected for a contract, its complete performance of the contract in compliance with its terms. Consultant acknowledges that the City has no responsibility for any conclusions or interpretations made by Consultant on the basis of information made available by the City and the City does not guarantee the accuracy of any information provided and Consultant expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate or incomplete information or information not otherwise conforming to represented or actual conditions.

5.10 Anticipated Statement Processing.

The City anticipates it will, but neither promises nor is obligated to, process Statements received in accordance with the following schedule:

Release of Request for Qualifications	October 16, 2015
Pre-qualification Conference	November 3, 2015
Deadline for Inquiries	November 10, 2015
Written Response to Inquiries	November 16, 2015
Deadline for Statements	November 25, 2015

5.11 Interpretation of Statement Document.

- A. If any prospective Consultant finds discrepancies or omissions in this Request for Qualifications or if there is doubt as to the intended meaning of any part of this Request for Qualifications, a written request for clarification or interpretation must be received by the Procurement Section of the Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than Tuesday, November 10, 2015. Requests for clarification or interpretation may be submitted via e-mail to lrice@clevelandairport.com.
- B. **The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this Request for Qualifications or a Statement given in any manner except by written addendum.** The City will mail, e-mail or otherwise deliver one copy of each addendum issued to each individual or Consultant that requested and received a Request for Qualifications. Any addenda so issued are a part of and incorporated into this Request for Qualifications as if originally written herein.

6. QUALIFICATIONS FOR STATEMENTS

6.1 Minimum Qualifications.

Each Consultant, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a Statement. If Consultant is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Consultant must:

1. Provide evidence that it has a minimum of five (5) continuous years of experience in performing complete suite of design services for green roofs as described in this Request for Qualifications.
2. Have previous experience in green roof services for other airports; or employ a designated staff member with airport experience. Designated staff member should have required licenses and/or certifications. Employ a designated staff member with experience in confirming maximum load of the roof to determine depth of growing medium.
3. Possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the selected Consultant at airports.
4. Demonstrate experience in establishing and maintaining constructive relations with Project stakeholders, regulatory agencies and the community.
5. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

7. STATEMENT CONTENT

The Statement submittal shall consist of the following documents in the sequence listed below. To facilitate quick reference, each section of the Statement should be offset with a tab. The Statement may be disqualified if the documents are not submitted in the sequence listed below.

- A. Cover Letter: The cover letter should identify the Consultant and state other general information that they desire to be included regarding the Consultant's business organization. At a minimum the cover letter must include the name, form of business entity (e.g. corporation, partnership, joint venture, etc.), principal address, federal tax identification number, telephone number and facsimile number of the Consultant.
- B. Executive Summary: The executive summary should provide a clear and concise summary of Consultant's background, level of expertise, direct relevant experience and ability. The executive summary should make the Consultant's case as the best candidate designed to meet governmental and environmental regulations and to improve overall airport operations, efficiency, reliability and safety. Consultants should structure this section in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the Statement.

- C. Qualifications/Experience: This section gives Consultants the opportunity to discuss their industry experience and what defines them as a leader in their industry. Consultants may submit as much information in this section as is needed to differentiate itself and its Statement from the other Consultants.

Please include, as a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) describe the nature of your business experience in providing green roof services to medium or large hub airports and state the number of persons you currently employ in providing such services; (iii) give the name, location and date of all similar contracts that have been terminated or canceled within the past three (3) years, prior to the expiration of their contractual term, and also list any judgments terminating or any pending lawsuits or unresolved disputes for the termination of such services provided by you within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.

- D. Project Approach: The Statement should discuss your understanding of the consulting opportunity at the CLE, including those factors that are critical to making the opportunity a success. Consultants must provide a detailed discussion of how they will approach this opportunity to ensure that the City's goals and objectives will be realized. The Statement should also identify and discuss key issues influencing the services as defined in this Request for Qualifications and the Cleveland Airport System as well as discuss methods/models that would address key issues.

- E. Key Staff: Consultants should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Provide for each proposed key staff person a one page resume detailing both general experience and specific experience related to the services as defined in this Request for Qualifications. Key staff is defined as productive staff having major Project responsibilities.

1. Personnel proposed shall have the desired qualifications and experience in his/her area of expertise. It is preferred key staff experience cited be within the past ten years.
2. Individuals proposed and accepted by the Department as personnel for this contract are expected to remain dedicated to the contract.
3. In the event any key staff person(s) becomes unavailable for continuation of the work assignment, the selected Consultant shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes to designated key staff personnel require the prior written approval of the Department. If acceptable, changes shall be in effect without additional cost to the Department and without formal modification of the contract.

4. The selected Consultant shall provide personnel at skill levels required for each type of services to be performed under the contract. Any employee whose service is deemed unsatisfactory for any reason by the Department shall be removed from the Project. Upon written notification from the Department, the selected Consultant shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The selected Consultant shall be responsible for any costs arising from the action of the Department relative to this requested action.
 5. Any member of the selected Consultant's team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by the Department, or the Federal Transportation Security Administration. Adherence to all federal, state, county and city laws and regulations and Airport regulations and policy regarding access to certain Airport areas is a requirement of this contract. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or contract termination.
- F. Management Approach: Provide an organization chart of the Consultant showing all major component units; where the management of this contract will fall within the organization and what corporate resources will be available to support this contract in both primary and secondary or back-up roles. A discussion of cost control related to the location of work and performing Project management responsibilities, including participating in meetings and completing work at the Airport for this contract should also be included.
- G. Work Product Samples: Consultants are to submit a case history which demonstrates ability to support analytical and Consultant consulting needs (described earlier) of the Cleveland Airport System. Be specific as to how and why the Consultant decided to approach the Project a certain way. Case history must have been developed within the last three (3) years and should address the following elements: (i) research; (ii) concept; and (iii) strategy. Please also provide examples and discuss in narrative the selected Consultant's capacity to produce quality materials in written, graphic and pictorial form.
- H. DBE/SBE Participation: Consultants shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting DBE/SBE goals or requirements. A listing with Consultant(s) location shall be included in the submittal along with an estimate of anticipated percentage of work to be sub-contracted to DBE/SBE and Non DBE/SBE proposed subconsultant.
- I. Affidavit: Consultants shall submit with its Statement an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, Consultant or corporation any money or valuable consideration for assistance in procuring or attempting to procure this contract, and further agreeing that no such money or reward will be hereafter paid.
- J. Joint Ventures or Partnerships: If the Statement submitted is on behalf of a joint venture or partnership, an executed copy of the joint venture or partnership agreement must be submitted with the Statement and will become an attachment to the City's contract. The

award of a contract to the joint venture or partnership may be indicated as a condition precedent for the commencement of either such agreement.

- K. Additional Submittal Requirements: Consultants shall complete, execute and return with its Statement the following documents, copies of which are attached to this Request for Qualifications: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Federal Taxpayer Identification; (iii) Affidavit and (v) Non-Competitive Bid Contract Statement for Calendar Year 2015.
- L. Environmental Sustainability: Describe how the proposed services/project/solution incorporate environmental sustainability.
- M. Supplemental Information:
 - 1. The City may require a Consultant to further supplement its written Statement to obtain additional information regarding its qualifications or to meet with the City's designated representatives to further describe the Consultant's qualifications and abilities.
 - 2. The decision regarding which Consultant(s) will be asked to supplement their Statement or meet with City representatives is in the Director's sole discretion.
 - 3. Supplements will be utilized for clarification purposes only and the Consultant may not substitute material elements of its written Statement nor may the Consultant provide previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.

8. INQUIRIES

Interested parties may submit questions pertaining to the Request for Qualifications. Questions must be submitted, in writing, to the Procurement Section of the Department of Port Control, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than Tuesday, November 10, 2015. The Department will use its best efforts to provide all prospective Consultants that have received a Request for Qualifications package with a copy of its response. Questions may be submitted via e-mail to lrice@clevelandairport.com. Verbal responses given by representatives of the City at any time may not be relied upon by the Consultant in submitting its Statement or in the performance of its obligations under the Request for Qualifications.

9. DISQUALIFICATION OF CONSULTANT/ STATEMENT

The City does not intend by this Request for Qualifications to prohibit or discourage submission of a Statement that is based upon Consultant's trade experience relative to the scope of work, services or product(s) described in this Request for Qualifications or to proscribe the manner in which its services are to be performed or rendered. The City will not be obligated to accept, however, significant deviations from the work or services sought by this Request for Qualifications, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the Request for Qualifications, as determined solely by

the City. The City reserves the right to reject any and all Statements or to waive and accept any deviation from this Request for Qualifications or in any step of the Statement submission or evaluation process so as to approve the award of the contract considered to be in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Consultant submit only one Statement including all alternatives to the Statement that the Consultant desires the City to consider, it will accept Statements from different business entities or combinations having one or more members in interest in common with another Consultant. The City may reject one or more Statements if it has reason to believe that Consultants have colluded to conceal the interest of one or more parties in a Statement, and will not consider a future Statement from a participant in the collusion. In addition, the City will not accept a Statement from or approve a contract to any Consultant that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous contract with the City, or is currently in default under any contract with the City.

The City reserves the right to reject any or all Statements. Failure by a Consultant to respond thoroughly and completely to all information and document requests in this Request for Qualifications may result in rejection of its Statement. Further, the City reserves the right to independently investigate the financial status, qualifications, experience and performance history of a Consultant.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that deviates from the provisions contained in this Request for Qualifications, if agreed to by another Consultant.

10. EVALUATION OF STATEMENTS

The City Department/division issuing this Request for Qualifications will evaluate each Statement submitted. The Department will present its recommendations to the City's Board of Control ("Board"). The Board may, but shall not be obligated to, entertain formal presentations. The City will only consider Statements that are received on or before the submission deadline, and which meet all the requirements of this Request for Qualifications. The City reserves the right to request a "best and final offer" from Consultants meeting the minimum requirements.

The Cleveland Airport System shall apply an Evaluation Credit of two percent (2%) of the total points awarded for a Statement received from a Local Producer and two percent (2%) of the total points awarded for a Statement received from a Local Sustainable Business provided that the maximum total Evaluation Credit applied shall not exceed four percent (4%). The Evaluation Credit to be added is solely for the purpose of Statement comparison when evaluating competing Statements. The use of Evaluation Credits does not alter the Statement submitted by a Consultant or the contract executed based on the Statement. As used herein "Local Producer" and "Local Sustainable Business" are defined in City of Cleveland Ordinance No. 1660-A-09 (Refer to Exhibit "A" attached hereto).

The numerical rating following each factor set forth below indicates the importance of the requested information in the selection process. The resulting selection rating will not reflect on

the professional abilities of the Consultant. Instead, the rating reflects the City's best attempt to quantify each Consultant's ability to provide the services set forth in the contract and to meet the specific conditions and criteria included in this Request for Qualifications.

1. Qualifications/Experience. (Rating up to 25 points)
2. Project Approach. (Rating up to 30 points)
3. Key Staff. (Rating up to 20 points)
4. Management Approach. (Rating up to 15 points)
5. Work Product Sample. (Rating up to 10 points)
6. DBE/SBE Participation: Consultants shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting DBE/SBE goals. (Pass/Fail)

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: ☐ Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK WHICHEVER IS APPLICABLE:

☐ A. ☐ ☐ The undersigned or any controlling shareholder,* subsidiary, or parent corporation of the undersigned is **NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (If paragraph A. is checked, proceed to the signature line.)

☐ B. ☐ ☐ The undersigned or any controlling shareholder,* subsidiary, or parent corporation **IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND.** (If paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

☐ C. ☐ ☐ The undersigned and all enterprises identified in paragraph B. are **TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND."** A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

Name of Contractor or Subcontractor

By: _____

Title: _____

☐ * "Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

Form **W-9** (Rev. 1-2011)

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 8109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NOTE: Sections 181.23 and 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF _____

COUNTY OF _____

}

SS

AFFIDAVIT

_____ being first duly
sworn deposes and says:

Individual only:

That he/she is an individual doing business under the name of _____

at _____, State of _____

Partnership only:

That he/she is the duly authorized representative of a partnership doing business
under the name of _____

_____, in the City of _____,
State of _____

Corporation only:

That he/she is the duly authorized, qualified and acting _____
of _____

_____, a corporation organized
and existing under the laws of the State of _____;

and that said individual, said partnership or said corporation, is filing herewith
a bid to the City of Cleveland in conformity with the foregoing specifications;

Individual only:

Affiant further says that the following is a complete and accurate list of the names
and addresses of all persons interested in said proposed contract: _____

Affiant further says that he/she is represented by the following attorneys:

and is also represented by the following resident agents in the City of Cleveland:

Partnership only:

Affiant further says that the following is a complete and accurate list of the names
and addresses of the members of said partnership: _____

Affiant further says that said partnership is represented by the following
attorneys:

and is also represented by the following resident agents in the City of Cleveland:

Corporation only:

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President

Directors:

Vice President

Secretary

Treasurer

Cleveland Manager or Agent

Attorneys

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price or that of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or agree to pay, directly or indirectly, any money or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to _____

(name of individual, partnership or corporation)

Further affiant said not.

(Sign Here)  _____

Sworn to before me and subscribed in my presence this _____ day of _____,

20____.

Notary Public



**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2015
(ALL DEPARTMENTS/OFFICES)**

This statement, properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

Entity Name: _____

Entity's Mailing Address: _____

COMPLETE SECTION I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.

NOTE: For purposes of this Statement, the "Mayor" and "Mayor's Committee" means Frank G. Jackson and the Frank G. Jackson For A Better Cleveland Committee, respectively.

SECTION I. TO BE COMPLETED BY NON-PROFIT CORPORATIONS AND GOVERNMENTAL ENTITIES.

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

_____ NON-PROFIT CORPORATION **GO TO SECTIONS III and IV.**

_____ GOVERNMENTAL ENTITY **GO TO SECTION IV.**

SECTION II. TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES AND TRUSTS.

The above-named entity is a (Please mark appropriate designation):

_____ SOLE PROPRIETORSHIP	_____ TRUST
_____ INCORPORATED PROFESSIONAL ASSOCIATION	_____ ESTATE
_____ UNINCORPORATED ASSOCIATION	_____ PARTNERSHIP
_____ LIMITED LIABILITY COMPANY	_____ JOINT VENTURE

For purposes of Section II, a "principal" means an individual, an owner, a partner, a shareholder, a member, an administrator, an executor or trustee connected with the above-named entity, or the spouse of any of them.

PLEASE READ PARAGRAPHS (A) and (B) and mark the appropriate paragraph. If paragraph (B) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2015 unless Council makes a direct award.

_____ (A) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

_____ (B) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00.

SECTION III. TO BE COMPLETED BY NON- PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.

_____ NON-PROFIT CORPORATION _____ FOR-PROFIT CORPORATION
_____ BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For purposes of Section III, a "principal" means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.

PLEASE READ PARAGRAPHS (A) (B) (C) and (D) and mark the appropriate paragraph. If paragraph (C) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2015 unless Council makes a direct award. If paragraph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.

- _____ (A) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2013 and December 31, 2014.
- _____ (B) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- _____ (C) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00 individual.
- _____ (D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

GO TO SECTION IV.

SECTION IV. TO BE COMPLETED BY ALL ENTITIES.

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name _____ Print Title _____
Signature _____ Date _____
Telephone No. _____
(Area Code) _____

STATE OF _____)
COUNTY OF _____) SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named _____, who acknowledged that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of _____, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public _____
Date _____

FOR MAYOR'S OFFICE USE ONLY

_____ ELIGIBLE _____

_____ INELIGIBLE _____

DATE _____



Subcontractor Addition and Substitution

Policy and Procedure

Mayor Frank G. Jackson

EFFECTIVE DATE: November 1, 2011

Direct Questions to: Commissioner James E. Hardy (216) 664-2629

Sub-contractor Addition and Substitution Policy and Procedure

Purpose

The purpose of this Policy is to state the policies and practices which all City departments should follow to obtain the previous written Board of Control consent required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

Policy and Procedure

Each subcontractor proposed for a City contract, whether for a purchase, public improvement, or professional services, must be approved by the Board of Control (the "BOC") *prior* to the commencement of work and or services by the subcontractor. Subcontractor approval will be considered by the BOC upon recommendation of the department Director. A subcontractor identified as a certified Cleveland-Area Small Business ("CSB"), a Minority Business Enterprise ("MBE"), or a Female Business Enterprise ("FBE") (each generically also a "certified sub-contractor") proposed for a contract, whether as an additional or substitute subcontractor, must also be verified as such by the Office of Equal Opportunity ("OEO").

Note: The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

Except upon occurrence of an emergency requiring immediate use of a subcontractor to prevent an interruption of public service or endangerment of public health, safety or welfare as declared and determined solely by the Director, the prime contractor is responsible for submitting all required supporting documentation to the contracting department Director, through the designated Project Manager for the contract (the "Project Manager"), if any, no less than 3 (three) weeks in advance of the date the additional or substitute subcontractor is needed on the project, to allow time for internal and BOC approvals without delay or interruption of the project.

Note: The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

The contracting department Project Manager, if any, for a particular contract will serve, on behalf of the department Director, as the primary contact for the prime contractor. The contracting department Director is responsible for assessing the completeness and sufficiency of the supporting documentation received from the prime contractor and subcontractor, for timely processing of the documentation through the appropriate internal department review(s) and approval(s) and forwarding to the OEO, if required, for evaluation and approval prior to any placement on the Board of Control agenda and for submitting the appropriate Board of Control resolution for approval.

Substitution for a Certified Subcontractor. A contractor must provide the contracting department director, through the Project Manager, written justification for any proposed substitution for a certified sub-contractor.

When obtaining one or more substitutes for a certified subcontractor, a contractor shall make a good-faith effort to fulfill or exceed its original certified subcontractor utilization commitment or the contract goal(s) for the contract, whichever is greater. (Section 187.13 C.O.) The contractor shall document its good-faith effort by submitting complete, revised OEO Schedules 2 and 3 to the contracting department Director, through the Project Manager, with its request to the City for approval.

Note: The OEO shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

Federally Funded Projects. For projects funded directly or indirectly by the federal government where the contracting department is responsible for monitoring Disadvantaged Business Enterprise ("DBE") participation, the department's monitoring unit shall perform the role otherwise performed by OEO. The supporting documentation for the evaluation and approval of an additional or substitute DBE subcontractor must be forwarded to OEO for information purposes. The department Director shall also submit any necessary supporting documentation with its request for Board of Control approval.

Monitoring and Enforcement. The Project Manager shall, under direction of the department Director, verify that the contractor's subcontractor utilization complies with the Board of Control's subcontractor approval(s) by reviewing the contractor's documentation and by worksite visits. The presence on the Project worksite of any subcontractor not previously approved by the Board of Control shall be immediately reported to the department Director for action.

The Project Manager shall maintain copies of all verification records in the contracting department.

Penalties for Non-Compliance. The Project Manager will document and report any findings of non-compliance with this Policy by a contractor to the contracting

department Director. The department Director will then submit a copy of the findings, and a recommendation for action or no action, to the Director of Law. If non-compliance with Chapter 187 C.O. is found regarding a certified sub-contractor, the department Director must also submit a copy of the findings to the Director of the OEO for determination of sanction(s) or penalty (ies) under that chapter and/or under the contract terms.

Ordinance No.1660-A-09

(As a substitute for Ord. No. 1660-09)

**Mayor Jackson and
Council Member Cimperman**

AN ORDINANCE

To supplement the Codified Ordinances of Cleveland, Ohio, 1976, by enacting new Sections 187A.01 to 187A.06 and 187A.99, relating to the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code.

WHEREAS, large purchasers of goods and materials such as the City of Cleveland can strengthen the regional economy by procuring a greater percentage of their purchases from local businesses; and

WHEREAS, purchasing local products will reduce the City of Cleveland's carbon footprint by reducing the distance that goods travel from factories and farms to the city, thereby decreasing the amount of harmful emissions; and

WHEREAS, the Greater Cleveland region has a vibrant manufacturing, industrial, and food production history and we are continuing to strengthen our local economy by supporting local producers; and

WHEREAS, purchasing local goods and materials will increase the City of Cleveland's self-reliance and resiliency, as well as acting as a model for local purchasing policies that support both local and regional business development and economic growth; and

WHEREAS, encouraging local businesses to follow sustainable practices will expedite their participation in high-growth sectors of the economy such as renewable energy, recycling, green building, zero waste and other sustainable businesses, which in turn will encourage more graduates to remain in the Greater Cleveland region and attract new talent to the region; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND:

Section 1. That the Codified Ordinances of Cleveland, Ohio, 1976, are supplemented by enacting new Sections 187A.01 to 187A.06 and 187A.99, to read as follows:

Ordinance No.1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

Incentive in any form for or in connection with any work, project, or public purpose including, but not limited to, a contract for the:

- (1) Construction of any public improvement, including change orders or subsidiary agreements approved by the City during the performance of such Construction;
- (2) Purchase of personal property;
- (3) Purchase of any supplies, equipment or services; or
- (4) Lease of any personal property.

"Contract" shall include a binding agreement, funded or benefited by the City, between a party to a Contract and a third party, but shall exclude contracts with other public entities, except as provided in Section 187.09.

(h) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City enters into a particular Contract.

(i) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract and shall include a Person in privity of contract with a Contractor for implementation of a Contract.

(j) "Director" means the official authorized to enter into a Contract on behalf of a particular Contracting Department.

(k) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.

(l) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.

(m) "Local Food" means and includes food that is grown, extracted, produced, recycled or manufactured within the Local Contracting Market.

(n) "Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code", "Preference Code", "Code" or "Chapter" means all of the provisions of this Chapter 187A of the Codified Ordinances of Cleveland, Ohio, 1976.

Ordinance No. 1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

Discounts applied under this division (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied to a bid under this division (a) shall not exceed \$50,000.00, provided, however, that the maximum cumulative amount of all Bid Discounts applied to the bid under this division (a) and under Sections 187.03 and 187.05 shall not exceed \$75,000.00.

(b) Application of Evaluation Credit - A Contracting Department shall apply an Evaluation Credit of two percent (2%) of the total points awarded for a proposal received from a Local Producer, two percent (2%) of the total points awarded for a proposal received from a Local Sustainable Business, and two percent (2%) of the total points awarded for a proposal received from a Local-Food Purchaser; provided that the maximum total Evaluation Credit applied under this division (b) shall not exceed four percent (4%).

Section 187A.03 Duties of Director of Office of Equal Opportunity: Compliance Monitoring

(a) In addition to those duties specified in Section 123.08 and Section 187.02, the OEO Director, through the Office of Equal Opportunity employees as necessary, shall implement and enforce the provisions of this Code. The OEO Director's duties shall include, but not be limited to:

- (1) Reviewing all submittals and other information required or necessary under this Code to determine whether a particular Person qualifies for certification or approval as a Local Producer or a Local-Food Purchaser or a Local Sustainable Business and is in compliance with this Code;
- (2) Notifying an affected Contracting Department that the certificate or approval pertaining to a particular person is or is not currently effective with respect to the matters for which the same were issued;
- (3) Initiating and receiving complaints of non-compliance with this Code; and
- (4) Investigating complaints pertaining to non-compliance with this Code and recommending appropriate sanctions.

(b) The OEO Director shall monitor a Contractor's compliance with its bid representations of its qualification(s) as a Local Producer or Local-Food Purchaser or Local Sustainable Business during the performance of a Contract it was awarded because of applying a Bid Discount or Evaluation Credit under Section 187A.02. If the OEO Director determines that there is cause to believe that a Contractor failed to qualify as a Local Producer or Local-Food Purchaser or Local Sustainable Business as represented in its bid or proposal, the OEO Director shall notify the Contractor of the apparent breach of or default under the contract. The OEO Director may require a Contractor or Bidder to submit such reports, information and documentation as reasonably necessary to determine its status as a Local Producer or Local-Food Purchaser or Local Sustainable Business in the performance of its Contract.

Ordinance No.1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

contain any false, fictitious, or fraudulent statement or entry in any matter administered under this Chapter.

(b) No Person shall fraudulently obtain, attempt to obtain, or aid another Person fraudulently obtaining or attempting to obtain a Local Producer's or Local-Food Purchaser's or Local Sustainable Business' Bid Discount or Evaluation Credit.

(c) Any Person who violates the provisions of this section is guilty of a misdemeanor of the first degree.

(d) In addition to other remedies available with respect to violations of divisions (a) and (b) of this section, the OEO Director may recommend to a Contracting Department Director, and a Contracting Department Director may:

(1) Recommend to the Director of Law that the City take such legal action, whether civil or criminal, as the Director of Law deems appropriate;

(2) Disqualify a Bidder, Contractor, or other Business Enterprise from eligibility as Contractor, subcontractor, or Local Producer or Local-Food Purchaser or Local Sustainable Business for providing goods, materials, supplies, or services to the City for a period not to exceed two (2) years; or

(3) Make a claim for payment of damages, including but not limited to any liquidated damages specified in the Contract.

Section 2. That Sections 187A.01 to 187A.06 and 187A.99 of the Codified Ordinances of Cleveland, Ohio, 1976, shall take effect and be in force sixty (60) days after passage of this ordinance.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

JBM:RFH:nl
01-25-10

FOR: Mayor Jackson